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C O N F I D E N T I A L WARSAW 001793

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STATE FOR ISN ASSISTANT SECRETARY JOHN C ROOD
STATE FOR PM/SNA
AMBASSADOR MCDONALD
OSD FOR DASD BRIAN GREEN

E.O. 12958: DECL: 08/20/2017

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SUBJECT: MISSILE DEFENSE: POLES DELIVER DRAFT SITE AGREEMENT

Classified By: DCM Kenneth M. Hillas for reasons 1.4 (b) and (d).

11. (C) On August 20, Andrzej Kremer, Director of the Legal and Treaty Department, Polish MFA, delivered Poland's counter-draft of the Missile Defense basing agreement along with amplifying comments to DCM. He was careful to describe how this document fits into the broader scope of our bilateral relationship. On a technical point, he noted some confusion as to the legal status of Boeing Contractors during base preparation and construction. Warsaw DAO has arranged for the translation of an informal English language text, which post aims to provide Washington on August 21.

12. (C) Kremer's amplifying comments brought attention to some "expanded" sections of the document that will require our attention in the next round of talks. He mentioned: base access, building regulations, counter intelligence, launch protocols, and an "annual fee." According to Kremer, MoD wants to integrate the MD base into Poland's air defense system. Therefore, the Polish draft would give Poland the right to request that the interceptors be employed in the defense of Poland. (Comment: this seemingly redundant statement reflects a Polish need to demonstrate clearly that the MD system will serve to strengthen Poland's national security.)

13. (C) On costs, the Polish draft would obligate the US side to cover all costs associated with the protection of the base, including local police and border (customs) guards. Kremer (protect) outlined how MoD had further inserted a section on charging an annual fee for use of the base in order to compensate local residents for lost tax revenue. The DCM referenced the June talks on this issue, which he said was a point of a point of principle for the USG.

14. (C) On the strategic level, Kremer emphasized that, together with the Foundation Agreement on Security Cooperation, the legally binding basing agreement would demonstrate that Poland and the U.S. had moved forward in deepening the broader defense relationship. He gave assurances that Poland had no intention of having the Foundation Agreement on security and defense cooperation undermine Article V of the NATO Washington Treaty. He added, however, that from time to time nations needed "formal declarations." He flatly acknowledged that Poland was not Great Britain, but said it aspired to a similar defense and security partnership with the U.S.

¶5. (C) Kremer said Poland was clear on the status of Boeing personnel stationed at the interceptor site once operations commenced, but that there were questions on the Polish side about this during site preparation and construction phases, which would need to be addressed.

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